

JAN 18 2013

F5530-8005-166/2019 CHARLOTTETOWN

THIS INDENTURE made this 10 day of Jan Two thousand 2013

BETWEEN:

Maria Marine Ltd.
101 Rte. 11
Lower Newcastle, N.B.
E1V 7E7

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(hereinafter called 'Her Majesty'), represented herein by the
Minister of Fisheries and Oceans (hereinafter called 'the
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to
Security Agreement
in SPPA
- Copy sent to Records

4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder, up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefor paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

NOTE: Failure to provide the proof of certification(Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

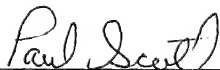
NOTE:

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

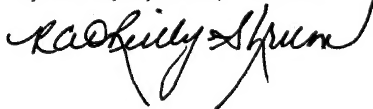
IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

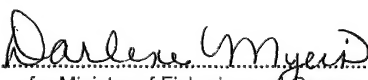
SIGNED, SEALED AND DELIVERED)
by the Contractor in the)
Presence of -)

Witness: 


Contractor's Signature

SIGNED, SEALED AND DELIVERED)
by Her Majesty in the presence of -)




for Minister of Fisheries and Oceans

s.20(1)(b)
s.20(1)(c)

Schedule of Rates
Charlottetown

The following is a list of buoys that are covered by this contract.																								
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys																								
Notes:																								
One completed column for each year of the contract																								
The Mooring Change Date Cycles are determined in Year 1.																								
Charlottetown																								
Stone												Moor												
Buoy												Aid												
L L No.	Aid Id	Aid Name	Type of Aid	Col	Lbs	Inch	Meters	Power	Lat	Long	Sevice	Const	Type	Cycle	Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6			
983.4	C1	St. Peters Island Light Buoy C1	1.7m Tideland Buoy-Pl	Gr	2500S	7/8"		37	S/P	46 5 0.21	63 13 45.67	Seas	Plastic	Plastic	3 yr	2015								
990	C5	Spilhead Light Buoy C5	1.7m Tideland Buoy-Pl	Gr	2500S	7/8"		41	S/P	46 8 54.21	63 6 1.67	Seas	Plastic	Plastic	3 yr	2015								
993.5	C7	Blockhouse Point Light Buoy C7	1.5m SB 98 plastic	Gr	2500S	7/8"		27	S/P	46 11 36.21	63 7 33.67	Seas	Plastic	Plastic	3 yr	2014								
998	C8	Battery Point Light Buoy C8(Sum)	1.7m Tideland Buoy-Pl	Red	4000	7/8"		27	S/P	46 12 14.71	63 7 51.67	Sum	Plastic	Plastic	3 yr	2015								
998	C8	Battery Point Light Buoy C8(Winter)	0.6m Spar Conical (Long)	Red	4000	7/8"		27	-	46 12 14.71	63 7 51.67	Win	Steel	Alkyd	3 yr	2015								
998.5	C9	Canceaux Spit Light Buoy C9	1.7m Tideland Buoy-Pl	Gr	2500	7/8"		18	S/P	46 12 37.71	63 8 6.67	Seas	Plastic	Plastic	3 yr	2014								
999	C12	Rosebank Point Outer Light Buoy C12(Sum)	1.7m Tideland Buoy-Pl	Red	2500S	7/8"		27	S/P	46 12 54.21	63 7 48.67	Sum	Plastic	Plastic	3 yr	2015								
999	C12	Rosebank Point Outer Light Buoy C12(Win)	0.6m Spar Conical (Long)	Red	2500S	7/8"		27	-	46 12 54.21	63 7 48.67	Win	Plastic	Plastic	3 yr	2015								
999.2	C13	Old Battery Point Light Buoy C13	SB-138 plastic (Tideland)	Gr	4000	7/8"		27	S/P	46 13 17.21	63 7 51.67	Seas	Plastic	Plastic	3 yr	2014								
999.5	C14	Rosebank Point Center Light Buoy C14	1.7m Tideland Buoy-Pl	Red	2500	7/8"		27	S/P	46 13 28.21	63 7 23.17	Seas	Plastic	Plastic	3 yr	2014								
1001	C15	Charlottetown Harbour Light Buoy C15	0.6m SB 60 Spar Can Pl	Gr	2500	7/8"		27	S/P	46 13 40.21	63 7 30.17	Seas	Plastic	Plastic	3 yr	2014								
1003	C18	Chlwn RAW Wh Turning Lt Buoy C18(Win)	0.6m Spar Conical (Long)	Red	2500S	7/8"		27	-	46 13 46.71	63 6 44.67	Win	Steel	Alkyd	3 yr	2015								
1003	C18	Chlwn RAW Wh Turning Lt Buoy C18(Sum)	1.7m Tideland Buoy-Pl	Red	2500S	7/8"		27	S/P	46 13 46.71	63 6 44.67	Sum	Plastic	Plastic	3 yr	2015								

Schedule of Rates
Charlottetown

5993.1	CD	Governors Island Can Buoy CD	0.6m SB 60 Spar Can Pl	Yel	1250S	3/4"	14	-	46	7	25.21	63	5	10.67	Seas	Plastic	Plastic	3 yr	2015
6001.1	A	Squaw Point Buoy A	0.6m SB 60 Spar Can Pl	Yel	1250S	3/4"	12.2	-	46	9	50.21	63	4	24.67	Seas	Plastic	Plastic	3 yr	2015
6001.5	B	Squaw Point Buoy B	0.6m SB 60 Spar Can Pl	Yel	1250S	3/4"	6.1	-	46	9	32.21	63	3	8.67	Seas	Plastic	Plastic	3 yr	2015
6002.5	PRV1	Yacht Club Race Buoy PRV1	GDI 680N	Yel	2500	3/4"	9.1	-	46	13	33.21	63	7	7.17	Seas	Plastic	Plastic	3 yr	2014
6003.15	C19	Railway Wharf East Flats Spar Buoy C19	0.7m Ice Can	Gr	2500	7/8"	37.22	20.849.0	46	14	0.24	63	6	52.5	Yr Rd	Plastic	Plastic	3 yr	2014
6004	C	Southport Wharf Ruins Spar Buoy C	GDI 2M	Yel	800	5/8"	3	-	46	13	40.21	63	6	40.67	Seas	Plastic	Plastic	3 yr	2014
Total																			

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (4000 LBS) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY

21,049.00 21,049.00 22,749.00 22,749.00 ✓
DK

20,849.00 20,849.00 / 20,849.00
P.S. 20,849.00

Pricing Sheet

PRICING SHEET-Charlottetown, PEI

PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:

		Maintenance Buoy Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014	20,849.00 ✓
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	20,849.00 ✓
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	20,849.00 ✓
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	20,849.00 ✓
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	22,749.00 ✓
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	22,749.00 ✓

Please provide GST / HST # if Applicable -GST / HST# 12 112 4903 RT0001

If GST / HST not applicable, please provide SIN#

Signature: Paul Scott

Name: Maira Marine Ltd
Mailing Address: 101, BTE 11
Lower New Castle Rd
Telephone #: (506) 773-3447
Cell Phone #: (506) 773-6448
Fax #: (506) 773-6448
E-mail Address: maira.marine@nb.a.bn.com

Signature: Paul Scott

Charlottetown

Campbell, Karen

From: Saumure, Melissa
Sent: July-08-14 11:09 AM
To: 'mairamarine@nb.aibn.com'; Campbell, Karen
Subject: More Maira Marine Amendments
Attachments: Maira Marine.pdf

Good Morning,

Please find attached 3 fully executed amendments for Maira Marine.

Thanks, have a great day!

Melissa Saumure

Junior Procurement Officer

Procurement Hub Ottawa Office/Centre d'approvisionnement-bureau d'Ottawa

Matériel and Procurement Services/Services du matériel et des acquisitions

Financial and Materiel Management Operations/Opérations financières et Gestion du Matériel

Fisheries and Oceans Canada/ Pêches et Océans Canada

200 Kent Street – 9 W087

Ottawa, ON K1A 0E6

Government of Canada/Gouvernement du Canada

Telephone/ Téléphone: 613-993-2846

Facsimile/Télécopieur: 613-991-1297

E-mail/ Courriel: melissa.saumure@dfo-mpo.gc.ca

New E-mail/ Nouveau courriel: [XNAT, Procurement Hub/Centre d'approvisionnement](#)

*- Copy sent to
Receiv.*

KC
—



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-166/2019

Amendment #1

Page 1 of 3

AMENDMENT TO AGREEMENT

This **Amendment** dated as of the 4th day of June 2014

BETWEEN

**Maira Marine
101 Route 111
Newcastle, NB
E1V 7E7**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-166/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-166/2019

Amendment #1

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 1 – Servicing Marine Aids to Navigation – Charlottetown

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2014

Insert: Completion Date of July 2, 2015

Apply:

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$20,849.00

For an amount not to exceed.....\$20,849.00

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-8005-166/2019

Amendment #1

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at 1908 NBS on June 9, 2014

(W)

Paul Scott (President)
INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

or

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Ottawa on June 11, 2014

(Witness)

Patrizia Marinelli
Team Leader
NCR, Materiel Management



**Fisheries and Oceans
Canada**

**Pêches et Océans
Canada**

Contract/File No. F5530-8005-166/2019

Amendment #2

Page 1 of 3

AMENDMENT TO AGREEMENT

This **Amendment** dated as of the 19th day of May 2015

BETWEEN

**Maira Marine
Attn : Paul Scott
101 Highway 11
Lower Newcastle, NB
E1V 7E7
Tel: (506) 773-3455
Cell: [REDACTED]
Fax: (506) 773-6448**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-166/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 2 – SERVICING MARINE AIDS TO NAVIGATION – CHARLOTTETOWN

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2015

Insert: Completion Date of July 2, 2016

Apply:

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$20,849.00

For an amount not to exceed.....\$20,849.00

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

25 May 15 08:36a

1-506-452-4065

11 04 a.m.

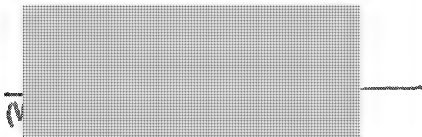
05-22-2015

P. 3
4/4

Contract/File No. F5530-8005-166/2019
Amendment #2
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Miramichi on May 25, 2015


Paul Scott (President)
INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on May 19th, 2015

(Witness)

Mathieu Keating
Mathieu Keating, Senior Procurement
Officer
Financial and Material Management
Operations

28 Jun 16 04:04p

1-506-452-4065

11:25:44 a.m.

06-27-2016

P. 1

Charlotte Lewis



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-166/2019

Amendment #3

Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 27th day of June 2016

BETWEEN

Malra Marine
Attn: Paul Scott
101 Highway 11
Lower Newcastle, NB
E1V 7E7
Tel: (506) 773-3455
Cell: [REDACTED]
Fax: (506) 773-6448

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019;

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-166/2018**Amendment #3****Page 2 of 3**

This Amendment is issued to exercise Option Year 3 of the contract for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2016

Insert: Completion Date of July 2, 2017

Apply:

From July 2, 2016 – July 2, 2017

For an amount not to exceed.....\$20,849.00

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

28 Jun 16 04:05p

1-506-452-4065

11:26:03 a.m.

06-27-2016

P. 3
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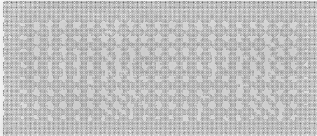
Contract/File No. F5530-8005-166/2019

Amendment #3

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Fredericton June 27, 2016
Paul Scott (President)INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

or
PARTNERSHIP
(Signature and position)

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on 27 June, 2016Hannah Stolt
(Witness)Cindy Gallant
Cindy Gallant
Contracting Officer
Fredericton Procurement Hub



Fisheries and Oceans
Canada

Pêches et Océans
Canada

PURCHASE ORDER

This Purchase Order is made as of the contract award date below between Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter referred to as "Fisheries and Oceans Canada") and the supplier (as named herein).

SUPPLIER - FOURNISSEUR

MAIRA MARINE LTD.
HWY 11
101
LOWER NEWCASTLE, NB E1V 7E7
Canada

ISSUED BY - PRÉPARÉ PAR

SENIOR NAVAIDS INFO
OFFICER-CHARLOTTETOWN
1 QUEEN ST P.O. BOX 1236
CHARLOTTETOWN, PE C1A 7M8

Tel: 902 566-7938
E-mail: AIMEE.POWER@DFO-MPO.GC.CA

COMMANDE D'ACHAT

Cette commande d'achat est faite en date d'octroi de contrat ci-dessous entre Sa Majesté la Reine du chef du Canada (ci-après appelée "Sa Majesté") représenté par le Ministre des Pêches et Océans Canada (ci-après appelé "Pêches et Océans Canada") et le Fournisseur (tel qu'indiqué dans les présentes).

IMPORTANT

The Contract No. must appear on invoices, B/L, packing lists, correspondence and outside containers.
Le No. de contrat doit être indiqué sur les factures, les connaissements, les listes d'emballage, la correspondance et à l'extérieur des contenants.

Contract No./ No. de contrat. **F5530-160130**

Amend. No./No. de modif **1**

Contract Award Date/
Date d'octroi de contrat **26-JUL-2016**

Address Enquiries to - Adresser toute demande à

Tel:
E-mail:

SHIP TO/
EXPÉDIER À: F5530

BILL TO/
FACTURER À: DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca

SENIOR NAVAIDS INFO
OFFICER-CHARLOTTETOWN
1 QUEEN ST P.O. BOX 1236
CHARLOTTETOWN, PE C1A 7M8
Canada

DFO-ACCOUNTS PAYABLE/MPO-COMPTES PAYABLE
PO BOX 1901, STN A / CP 1901, STN A
FREDERICTON, NB E3B 5G4
Canada

Attn: POWER, AIMEE

Departmental Financial Codes - Codes financiers ministériel

A9512-A10-120-4464-29ADH-6

Freight Terms - Conditions pour les frais de transport

Contract End Date - Date de fin du contrat

FOB - FAR

PST No. - N° de TVP Exemption

HST/GST - TPS /
TVH

EXTRA

Estimated Total Cost - Prix total prévu
2,600.00 CAD
(Tax excluded)/(Taxe exclus)

Continued/ suite...

Canada

s.20(1)(b)
s.20(1)(c)



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Page

2

of/de

3

PURCHASE ORDER
(Continuation sheet)

COMMANDE D'ACHAT
(suite)

P.O. No. - N° de commande

F5530-160130

Amend. No. - N° de modif.

1

The Vendor agrees to provide to Fisheries and Oceans Canada the goods or services identified at the specified prices and in accordance with all terms and conditions of this Purchase order.

Le Fournisseur accepte de fournir Pêches et Océans Canada les biens ou services identifiés dans les présentes en conformité avec les prix spécifiés et avec les modalités de cette commande d'achat.

Continued/ suite...

Item no. No Article	Description Description	Delivery Date Date de livraison	Quantity Quantité	U of I U de D	Unit Price Prix unitaire	Extended Cost Prix total prévu
1	Buoy C12 moved with ice over winter 2016. Replace on position.	31-MAR-17		EA /CH-EACH/C HACUN		
2	Buoy C8 submerged and replaced with SB 98.	31-MAR-17		EA /CH-EACH/C HACUN		

Canada



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Page

3

of/de

3

PURCHASE ORDER
(Continuation sheet)

COMMANDE D'ACHAT
(suite)

P.O. No. - N° de commande

F5530-160130

Amend. No. - N° de modif.

1

The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:

Les documents ci-joints font partie intégrale de cette commande d'achat. Le Fournisseur convient et accepte tous les termes et conditions tels que décrits dans cette demande, incluant:

Continued/ suite...

FOR THE SUPPLIER - POUR LE FOURNISSEUR		
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	
APPROVED FOR THE MINISTER - APPROUVÉ POUR LE MINISTRE		
Signature	Position title - Titre du poste	Date
Print or type - Imprimer ou dactylographier		

Canada

000021

Fisheries and Oceans Canada / Pêches et Océans Canada

Page

3	of/de	3
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PURCHASE ORDER
(Continuation sheet)

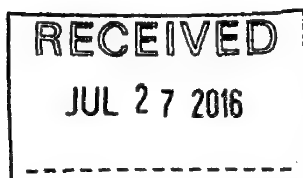
COMMANDE D'ACHAT
(suite)

P.O. No. - N° de commande	F5530-160130
Amend. No. - N° de modif.	1

The following documents form part of this Purchase Order. The supplier recognizes and agrees to all terms and conditions set out in this request, including:

Les documents ci-joints font partie intégrale de cette commande d'achat. Le Fournisseur convient et accepte tous les termes et conditions tels que décrits dans cette demande, incluant:

Continued/ suite...



FOR THE SUPPLIER - POUR LE FOURNISSEUR		
Signature <i>Paul Scott</i>	Witness - Témoin	Date <i>July 27, 2016</i>
Print or type - Imprimer ou dactylographier <i>Paul Scott</i>	Position title - Titre du poste <i>President</i>	
Signature	Witness - Témoin	Date
Print or type - Imprimer ou dactylographier	Position title - Titre du poste	

APPROVED FOR THE MINISTER - APPROUVÉ POUR LE MINISTRE		
Signature <i>Chris Mackenzie</i>	Position title - Titre du poste <i>Sup Assoc to Navigation</i>	Date <i>July 26, 2016</i>
Print or type - Imprimer ou dactylographier		

Canada

29 May 17 07:48a

P. 5

- Charlottekain -

Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-166/2019
Amendment #4
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 29th day of May 2017

BETWEEN

Maira Marine
Attn: Paul Scott
101 Highway 11
Lower Newcastle, NB
E1V 7E7
Tel: (506) 773-3455
Cell: [REDACTED]
Fax: (506) 773-6448
Email : mairamarine@nb.aibn.com

(hereinafter called the "Contractor")

AND

OF THE FIRST PART,

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2019;

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

May 17 07:48a

Contract/File No. F5530-8005-166/2019
Amendment #4
Page 2 of 3

This Amendment is issued to exercise Option Year 4 of the contract for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 4 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2017

Insert: Completion Date of July 2, 2018

Apply:

From July 2, 2017 – July 2, 2018\$22,749.00
For an amount not to exceed.....

This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.

29 May 17 07:48a

P. 7

Contract/File No. F5530-8005-166/2019
 Amendment #4
 Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Moncton May 29, 2017Paul Scott (President)

INCORPORATED COMPANY
 (Signature and position)

(Witness)

AFFIX CORPORATE SEAL:

(Witness)

 or
 PARTNERSHIP
 (Signature and position)

(Witness)

 SOLE PROPRIETORSHIP/ INDIVIDUAL
 OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 2, 2017Kim Walker

Kim Walker
 Senior Contracting Officer
 Fredericton Procurement Hub

(Witness)

Cindy Gallant

Jun 28



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-166/2010
Amendment #5
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 27th day of June 2018

BETWEEN

Maira Marine
Attn: Paul Scott
101 Highway 11
Lower Newcastle, NB
E1V 7E7
Tel: (506) 773-3455
Cell: [REDACTED]
Fax: (506) 773-8448
Email : mairamarine@nb.aibn.com

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, In Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-166/2010;

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-166/2019
Amendment #5
Page 2 of 3

This Amendment is issued to extend the agreement for the final option year for a one year period from July 2, 2018 to July 2, 2019 as well as to add buoys LL990.0(C5) and LL1003.0(C18) and to delete buoys LL#6005.5 IPRIV₁, and LL#6004 (C) . These result in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –
Charlottetown, PE**

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2018

Insert: Completion Date of July 2, 2019

Apply:

Delete 1 Buoy LL#6005.5 @ [REDACTED] 1/2 year (1/2 Year for July 2018 Payment) [REDACTED] for 2 July 2018 – 2 July 2019

Delete 1 Buoy LL#6004 @ [REDACTED] 1/2 per year (1/2 Year for July 2018 Payment) [REDACTED] for 2 July 2018 – 2 July 2019

To add new 2 new buoys LL990.5 @ [REDACTED] and LL1003.0 @ [REDACTED] for a total of \$1,200.00 – Additional Cost

Reduction cost in accordance with email dated June 25, 2018 section entitled Year 5 (1/2 year payment January 2018 and July 2/18 – July 2/19) at a value of -\$2,746.50

Additional cost in accordance with email dated June 25, 2018 section entitled Year 5 (July 2/17 – July 2/18) at a value of \$1200.00

From July 2, 2018 – July 2, 2019

For an amount not to exceed.....**\$22,118.00**

This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.

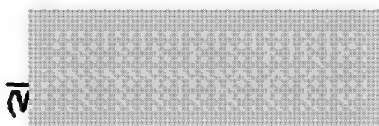
Contract/File No. F5530-8005-166/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Miramichi on June 28, 2018
Paul Scott, (President)

 INCORPORATED COMPANY
 (Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

 _____ or
 PARTNERSHIP
 (Signature and position)

(Witness)

 SOLE PROPRIETORSHIP/ INDIVIDUAL
 OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 27, 2018

Digitally signed by

Walker, Kimberly

Date: 2018.06.27 14:23:51

-03'00'

(Witness)

 Kim Walker
 Senior Contracting Officer
 Fredericton Procurement Hub

JAN 18 2013

THIS INDENTURE made this 10 day of Jan Two thousand 13.

BETWEEN:

Maia Marine Ltd.
101 RTE #11
How Newcastle N.B.
EIV 7E7

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(hereinafter called 'Her Majesty'), represented herein by the
Minister of Fisheries and Oceans (hereinafter called 'the
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

- 2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.
- 2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.
- 2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to Service
Agreement in Sepia

- "copy sent to Beaubien"

ke.
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4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums therefor paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

NOTE: Failure to provide the proof of certification(Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

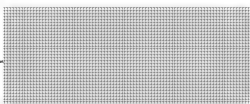
NOTE:

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Contractor in the
Presence of -

Witness: _____



RA Kelly
SIGNED, SEALED AND DELIVERED
by Her Majesty in the presence of -

Paul Scott

Contractor's Signature

Darlene Myers

for Minister of Fisheries and Oceans

Schedule of Rates															
The following is a list of buoys that are covered by this contract.															
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys															
Notes:															
One completed section for each year of the contract.															
The Maintenance Cycles are determined in Year 1.															
L.L.No.	Aid Id	Aid Name	Type of Aid	Buoy Col	Anchor Wt Lbs	Chain Size Inch	Lght Metre	Lamp Power	Latitude	Longitude	Ser-vice	Maintenance Cycle	Paint Type	Paint Colour	Moor ing Date
Year 1															
946.05	NC1	Rollo Bay Light Buoy NC1	1.5m SB88 Plastic	Gr	2500S	7/8"	27	S/P	46° 19'	62° 19'	Seas Plastic	-	-	-	3 yr.
948.5	NE	Amandale Light Buoy NE	1.4m Buoy	W-R	3000S	7/8"	41.4	S/P	46° 14'	31° 18'	Seas Steel Alloyd	-	-	-	3 yr.
951.5	NY2	Launching Point Light Buoy NY2	0.6m SB80 Spar Corical Pl	Red	2500S	7/8"	27	S/P	46° 13'	62° 24'	Seas Plastic	-	-	-	3 yr.
952.5	NH	Georgetown Light Buoy NH	1.4m Buoy	W-R	2500S	1 1/8"	82	S/P	46° 9'	15° 22'	Seas Steel Alloyd	-	-	-	3 yr.
953.5	NH3	Whedlar Bar Light Buoy NH3	0.6m Plastic Ice Spar (19 ft.)	Gr	2500S	7/8"	27	S/P	46° 9'	30° 22'	Plastic	-	-	-	3 yr.
953.6	NH5	Whedlar Bar Light Buoy NH5	0.6m SB80 Spar Can Pl	Gr	2500	7/8"	27	S/P	46° 9'	32° 22'	Yr Rd Plastic	-	-	-	3 yr.
9593.7	NH8	Georgetown Range Spar Buoy NH9	0.6m SB80 Spar Can Pl	Gr	2500	7/8"	27	-	46° 9'	48° 22'	Yr Rd Plastic	-	-	-	3 yr.
954	NH10	St Andrews Point Light Buoy NH10	0.6m Plastic Ice Spar (14 ft.)	Red	1500S	7/8"	27	S/P	46° 9'	65° 22'	Yr Rd Plastic	-	-	-	3 yr.
955.2	NH12	Truncap Spd Light Buoy NH12	GP104 Plastic	Red	1200	5/8"	27	S/P	46° 10'	8° 72'	Seas Plastic	-	-	-	3 yr.
956.6	NP	Graham Ledge Light Buoy NP	GD1 1.22m	W-R	2500S	7/8"	27	S/P	46° 5'	45° 19'	Seas Steel Alloyd	-	-	-	3 yr.
961	NM	Murray Harbour Light Buoy NM	0.8m SB80 Spar Can Pl	W-R	2500S	3/4"	45	S/P	46° 2'	51° 55'	Seas Plastic	-	-	-	3 yr.
970.5	NN2	Bear Reef Light Buoy NN2	0.6m SB80 Spar Corical Pl	Red	2500S	7/8"	27	S/P	46° 0'	44° 18'	Seas Plastic	-	-	-	3 yr.
9667.71	NJA	Boxelson Ledge East Cardinal Spar NJA	0.6m SB80 Spar Can Pl	B-Y-B	1500S	3/4"	18.2	-	46° 11'	9° 32'	Seas Plastic	-	-	-	3 yr.
															Totals

Note: Buoys NH3, NH5 & NH10 are Year Round - the lanterns and external red reflectors (if equipped) are to be removed for the Winter & replaced in the Spring.
TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS(3000 LBS) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY

25590
25590
25590

Note: Bucys NH3, NH5 & NH10 are Year Round - the lanterns and external radar reflectors (if equipped) are to be removed for the Winter & replaced in the Spring.

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHT (3000 LBS) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY

OK

PRICING SHEET- Eastern Northumberland Strait	
PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:	Buoy Maintenance Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014 24,090.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015 24,090.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016 24,090.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017 24,090.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018 25,390.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019 25,390.00
Please provide GST / HST # if Applicable - GST / HST# 12112 4903 RT 0001	
If GST / HST not applicable, please provide SIN#	
Name: Marina Marine Ltd	
Mailing Address: 101 RT 11 Lower Newcastle NB E1U 1Z57	
Telephone #: (506) 773-3455	
Cell Phone #:	
Fax #: (506) 773-6448	
E-mail Address: marina_marine@nb.aibn.com	
Signature Paul Seel	



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-180/2019
Amendment #2

AMENDMENT TO AGREEMENT

This Amendment dated as of the 18th day of June 2014

BETWEEN

**Maira Marine Ltd
c/o Mr Paul Scott
101, Route 11
Lower Newcastle, New-Brunswick
E1U 7E7**

**Tel: (506)773-3455
Cel: [REDACTED]
Fax: (506)773-6448
E-mail: mairamarine@nb.aibn.com**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-180/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

**Contract/File No. F5530-8005-180/2019
Amendment #2**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from **July 2, 2014 to July 2, 2015**. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 2 – Provide Buoy Services – Eastern Northumberland Strait, PEI

To facilitate these changes the contract documents are hereby amended as follows:

Delete: **Completion Date of July 2, 2014**

Insert: **Completion Date of July 2, 2015**

Apply:

From July 2, 2014 – July 2, 2015

For an amount not to exceed.....\$24,090.00

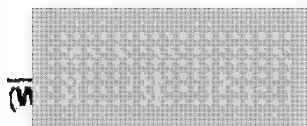
**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

**Contract/File No. F5530-8005-180/2019
Amendment #2**

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. **Please affix signature for the applicable legal entity.**

FOR THE CONTRACTOR

Dated at 0930 on June 23, 2014



Paul Scott (President)
INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL: (if available)

(Witness)

PARTNERSHIP

(Signature and position)

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Ottawa on June 26 2014

(Witness)

Patrizia Marinelli
Team Leader
Procurement Hub, Ottawa Office
200 Kent Street, 9th Floor
Ottawa, Ontario K1A 0E6
Tel: (613) 993-3136
E-mail: Patrizia.Marinelli@dfo-mpo.gc.ca
Fax: (613) 991-1297

Campbell, Karen

From: Campbell, Karen
Sent: June-26-14 2:11 PM
To: Saumure, Melissa
Subject: Eastern Northumberland Strait Contract Amendment (F5530-8005-180/2019).
Attachments: SKMBT_36314062613180.pdf

Tracking:	Recipient	Delivery
	Saumure, Melissa	Delivered: 26/06/2014 2:12 PM

Hi Melissa:

Attached is the signed amendment for Eastern Northumberland Strait Contract F5530-8005-180/2019.

Regards,

Karen Campbell
Aids to Navigation
Charlottetown, PEI
902-566-7938

From: no_replyKonicaMinolta363@dfo-mpo.gc.ca [mailto:no_replyKonicaMinolta363@dfo-mpo.gc.ca]
Sent: June-26-14 1:18 PM
To: Campbell, Karen
Subject: Message from KMBT_363



Maira Marine Ltd

101 Hwy 11 • Lower Newcastle, NB • E1V 7E7 • Tel.: (506) 773-3455 • Cell.: [REDACTED] • Fax: (506) 773-6448

Date: June 26/14 Pages: 19

To: Lynda Calombe

For: Contract Amendment

Re: _____

902-566-7848

To the Attention of
Karen Campbell

From
Paul Scott

Wharf Construction, Reconstruction & Repair • Dredging • Marine Towing • Tug & Barge Rental • Crane Rental
Shore Protection • Timber or Armour Stone • Navigation Buoy Placement & Maintenance

s.19(1).

**Contract/File No. F5530-8005-180/2019
Amendment #2**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from **July 2, 2014 to July 2, 2015**. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 2 – Provide Buoy Services – Eastern Northumberland Strait, PEI

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2014

Insert: Completion Date of July 2, 2015

Apply:

From July 2, 2014 – July 2, 2015

For an amount not to exceed.....\$24,090.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

s.19(1)

**Contract/File No. F5530-8005-180/2019
Amendment #2**

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. **Please affix signature for the applicable legal entity.**

FOR THE CONTRACTOR

Dated at 0930 on June 23, 2014

(W) 

Paul Scott (President)
INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL: (if available)

(Witness)

PARTNERSHIP
(Signature and position) or

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at _____ on _____, 2014

(Witness)

Patrizia Marinelli
Team Leader
Procurement Hub, Ottawa Office
200 Kent Street, 9th Floor
Ottawa, Ontario K1A 0E6
Tel: (613) 993-3136
E-mail: Patrizia.Marinelli@dfo-mpo.gc.ca
Fax: (613) 991-1297



**Fisheries and Oceans
Canada**

**Pêches et Océans
Canada**

**Contract/File No. F5530-8005-180/2019
Amendment #3**

AMENDMENT TO AGREEMENT

This Amendment dated as of the 15th day of May 2015

BETWEEN

**Maira Marine Ltd
c/o Paul Scott
101 Highway 11
Lower Newcastle, NB
E1V 7E7**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

**Contract/File No. F5530-8005-180/2019
Amendment #3**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 3 – Provide Buoy Services – Eastern Northumberland Strait, PE

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2015

Insert: Completion Date of July 2, 2016

Apply:

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$24,090.00
For an amount not to exceed.....\$24,090.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

29 Jul 15 09:06a

p. 4

Contract/File No. F5530-8005-180/2019
Amendment #3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

^{Minnich}
Dated at 28th on July 28, 2015
P.S.

Paul Scott (President)

INCORPORATED COMPANY
(Signature and position)

(Witness)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at 15 on May, 2015

Yannick Lang
Yannick Lang
Manager
Procurement Hub, Fredericton

(Witness)

11 Jul 16 07:27p

p. 1

452-3276



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-180/2019
Amendment #4

AMENDMENT TO AGREEMENT

This Amendment dated as of the 24th day of June 2016

BETWEEN

**Maira Marine Ltd
c/o Paul Scott
101 Highway 11
Lower Newcastle, NB
E1V 7E7**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-180/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

11 Jul 16 07:27p

P. 2

**Contract/File No. F5530-8005-180/2019
Amendment #4**

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 4 – Provide Buoy Services – Eastern Northumberland Strait, PE

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2016

Insert: Completion Date of July 2, 2017

Apply:

From July 2, 2016 – July 2, 2017 for an amount not to exceed \$25,840.00
For an amount not to exceed.....\$25,840.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

11 Jul 16 07:28p

p.3

Contract/File No. F5530-8005-180/2019
Amendment #4

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Moncton on July 11, 2016

Paul Scott (President)
INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position) or

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

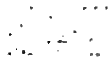
FOR HER MAJESTY

Dated at Fredericton on 30 June, 2016

Kim Walker
Kim Walker
Acting Team Lead
Procurement Hub, Fredericton

(Witness)

- Eastern Northumberland Strait -



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-180/2019
Amendment #5
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 29th day of May 2017

BETWEEN

Maira Marine
c/o Paul Scott
101 Highway 11
Lower Newcastle, NB
E1V 7E7
Tel: (506) 773-3466
Cell: [REDACTED]
E-mail: mairamarine@nb.aibn.com

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-180/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

s.19(1)

Contract/File No. F5530-8005-180/2019
Amendment #5
Page 2 of 3

This Amendment is issued to exercise the Option Year 4 of the contract for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –
EASTERN NORTHUMBERLAND STRAIT, PE**

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2017

Insert: Completion Date of July 2, 2018

Apply:

From July 2, 2017 – July 2, 2018

For an amount not to exceed.....\$27,140.00

This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-8006-160/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Moncton on 29 May 2017Paul Scull (President)INCORPORATED COMPANY
(Signature and position)

(Witness)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

or

(Witness)

SOLE PROPRIETORSHIP/INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 2 2017Cindy Gallant
(Witness)Kim Walker
Kim Walker
Senior Contracting Officer
Fredericton Procurement Hub

- Eastern Northumberland Strait -

s.19(1)



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-0005-180/2019

Amendment #6

Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 6th day of June 2018

BETWEEN

Maira Marine
c/o Paul Scott
101 Highway 11
Lower Newcastle, NB
E1V 7E7
Tel: (506) 773-3455
Cell: [REDACTED]
E-mail: mairamarine@nb.sibn.com

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-0005-180/2019.

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-180/2019
Amendment #6
Page 2 of 3

This Amendment is issued to exercise the Option Year 5, the final option year, of the contract for an additional one year period from July 2, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.

**AMENDMENT # 6 – SERVICING MARINE AIDS TO NAVIGATION, BUOY SERVICES –
EASTERN NORTHUMBERLAND STRAIT, PE**

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2018

Insert: Completion Date of July 2, 2019

Apply:

From July 2, 2018 – July 2, 2019

For an amount not to exceed.....\$27,140.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-180/2019

Amendment #0

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Miramichi on June 6, 2018Paul Scott (President)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

or

(Witness)

SOLE PROPRIETORSHIP/INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 6, 2018

Cindy Gallant
(Witness)

Kim Walker
Kim Walker
Senior Contracting Officer
Fredericton Procurement Hub

RECEIVED
FEB 01 2013THIS INDENTURE made this 21 day of Jan. Two thousand 13.

BETWEEN:

**KENNETH IRVING
PO BOX 316
MONTAGUE, PE
C0A 1R0**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(hereinafter called 'Her Majesty'), represented herein by the
Minister of Fisheries and Oceans (hereinafter called 'the
Minister.'). Of the Second Part.WITNESSETH that the parties hereto hereby covenant, promise and agree, each
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

- 2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.
- 2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.
- 2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

NO TAX

- Entered to Service
Agreement in Sepia

- Copy sent to Records

000055

4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums there-fore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

NOTE: Failure to provide the proof of certification(Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

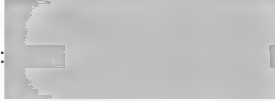
NOTE:

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Contractor in the
Presence of -

Witness:

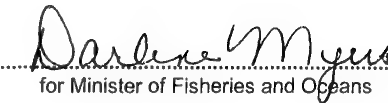


January 02/2013


Contractor's Signature

SIGNED, SEALED AND DELIVERED
by Her Majesty in the presence of -




for Minister of Fisheries and Oceans

s.20(1)(b)
s.20(1)(c)

Schedule of Rates
Georgetown

Schedule of Rates																			
The following is a list of buoys that are covered by this contract.																			
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys																			
Notes:																			
One completed column for each year of the contract.																			
The Maintenance Cycles are determined in Year 1.																			
				Anchor Chain			Lan-		Latitude		Longitude		Ser-		Mat-		ing		
Buoy		Type of Aid		Col	Wt Lbs	Size Inch	tern Power							Vice		erial		Cycle Date	
LL No.	Aid Id	Aid Name		Type of Aid		Col	Wt Lbs	Size Inch	tern Power	Latitude		Longitude		Ser-		Mat-		ing	
956.3	NH15	Aitken Point Light Buoy NH15	1.5m SB 98 plastic	Green	400	5/8" chain	15	S/P	46	10	34.22	62	33	3.65	Seas	Plastic	3 Yrs	2014	
956.4	NH18	Brudenell Point Light Buoy	1.5m SB 98 plastic	Red	400	5/8" chain	12	S/P	46	10	34.22	62	33	36.65	Seas	Plastic	3 Yrs	2014	
957.3	NH22	Montague River Light Buoy NH22	1.5m SB 98 plastic	Red	400	5/8" chain	5	S/P	46	10	30.22	62	35	58.65	Seas	Plastic	3 Yrs	2014	
957.4	NH23	Montague River Light Buoy NH23	1.0m SB104	Green	400	5/8" chain	15.2	S/P	46	10	30.22	62	36	21.65	Seas	Plastic	3 Yrs	2014	
957.5	NH30	Montague River Light Buoy NH30	0.3M Spar-Conical Plastic(ORT)	Red	400	5/8" chain	10.7	S/P	46	10	6.22	62	37	13.65	Seas	Plastic	3 Yrs	2014	
957.7	NH38	Montague River Light Buoy NH38	0.3M Spar-Conical Plastic(ORT)	Red	400	5/8" chain	12.2	S/P	46	10	0.72	62	37	57.65	Seas	Plastic	3 Yrs	2014	
957.8	NH43	Montague River Light Buoy NH43	0.3m Spar-Can Plastic(ORT)	Green	400	5/8" chain	12.2	S/P	46	10	1.22	62	38	19.65	Seas	Plastic	3 Yrs	2014	
9555.7	NK2	Clarke Point NK2	0.4m SB 40 Conical Plastic	Red	200	5/8" rope	6	-	46	8	21.22	62	31	24.65	Seas	Plastic	Yearly	-	
9555.8	NK3	Clarke Point Can NK3	0.4m SB 40 Can Plastic	Green	200	5/8" rope	7.6	-	46	8	16.22	62	31	18.65	Seas	Plastic	Yearly	-	
9555.9	NK5	Clarke Point Can NK5	0.4m SB 40 Can Plastic	Green	200	5/8" rope	7.6	-	46	8	3.22	62	31	21.65	Seas	Plastic	Yearly	-	
9556.05	NK8	Surgeon Wharf Approach Conical NK8	0.4m SB 40 Conical Plastic	Red	200	5/8" rope	7.6	-	46	7	44.22	62	31	19.65	Seas	Plastic	Yearly	-	
9556.1	NK10	Surgeon Wharf Approach Conical NK10	0.4m SB 40 Conical Plastic	Red	200	5/8" rope	6	-	46	7	39.22	62	31	22.65	Seas	Plastic	Yearly	-	
956.15	NH14	Gaudin Point Light Buoy NH14	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8" chain	15	S/P	46	10	32.22	62	32	26.65	Seas	Plastic	3 Yrs	2014	
957.41	NH27	Montague River Light Buoy NH27	0.3m Spar Can-Plastic(ORT)	Green	400	5/8" chain	3	S/P	46	10	16.22	62	36	57.65	Seas	Plastic	3 Yrs	2014	
9566.25	STK1	Georgetown - 1 (Red) STK1	Slake	-	-	-	-	-	46	7	6	62	32	30	Seas	Plastic	Yearly	-	
9566.21	STK4	Georgetown - 4 (Green) STK4	Slake	-	-	-	-	-	46	7	6	62	32	30	Seas	wood	Yearly	-	
9597.61	STK3	Georgetown - 3 (Red) STK3	Slake	-	-	-	-	-	46	10	0	62	38	30	Seas	wood	Yearly	-	
9597.62	STK1	Georgetown - 1 (Green) STK1	Slake	-	-	-	-	-	46	10	0	62	38	30	Seas	wood	Yearly	-	
Note: Slakes are to be supplied by the contractor														Totals					
														8516.00	8516.00	8516.00	8516.00	8516.00	

Schedule of Rates
Georgetown

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (400 LBS) NOTED IN THIS SCHEDULE OF RATES , CONTACT TRANSPORT CANADA IF NECESSARY

PRICING SHEET- Georgetown

PRICE PER ANNUM (EXCLUDING GST/ HST) AS FOLLOWS:

1. FIRST YEAR	July 2, 2013 to July 2, 2014	<u>8516.00</u>
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	<u>8516.00</u>
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	<u>8516.00</u>
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	<u>8516.00</u>
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	<u>8516.00</u>
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	<u>8516.00</u>

Buoy
Maintenance
Cost

Please provide GST / HST # if Applicable -GST / HST#

If GST / HST not applicable, please provide SIN# 111-355-277

Name: Kenneth Irving
Mailing Address: P.O. Box 316
Montague P.E.I. C0A 1A0
Telephone #: [REDACTED]
Cell Phone #: [REDACTED]
Fax #: [REDACTED]
E-mail Address: [REDACTED] Signature [Signature]

Campbell, Karen

From: Saumure, Melissa
Sent: June-19-14 9:35 AM
To: [REDACTED]
Cc: Campbell, Karen
Subject: F5530-MOA155YG/2019
Attachments: BA_F5530-MOA155YG-2019 signed.pdf

Good Morning,

Please find attached the fully executed amendment extending the Georgetown Buoy contract through to July 2 2015.

Thank you for your prompt attention to this matter.

Have a great day!

Melissa Saumure

Junior Procurement Officer
Procurement Hub Ottawa Office/Centre d'approvisionnement-bureau d'Ottawa
Materiel and Procurement Services/Services du materiel et des acquisitions
Financial and Materiel Management Operations/Opérations financières et Gestion du Matériel
Fisheries and Oceans Canada/ Pêches et Océans Canada
200 Kent Street – 9 W087
Ottawa, ON K1A 0E6
Government of Canada/Gouvernement du Canada
Telephone/ Téléphone: 613-993-2846
Facsimile/Télécopieur: 613-991-1297
E-mail/ Courriel: melissa.saumure@dfo-mpo.gc.ca
New E-mail/ Nouveau courriel: XNAT, Procurement Hub/Centre d'approvisionnement



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-MOA155YG/2019

Amendment #7

Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 30th day of May 2014

BETWEEN

**KENNETH IRVING
P O BOX 316
MONTAGUE, PEI
C0A 1R0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

*Copy sent to
Records for file
KC*

Contract/File No. F5530-MOA155YG/2019

Amendment #7

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 7 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN

To facilitate these changes the contract documents are hereby amended as follows:

~~Delete: Completion Date of July 2, 2014~~

~~Insert: Completion Date of July 2, 2015~~

Apply:

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$8,516.00

For an amount not to exceed.....\$8,516.00

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-MOA155YG/2019

Amendment #7

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Heathville
P.E.I. on June 13, 2014

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

or


Tom Mering (Owner)
SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Hawa on June 18, 2014

(Witness)


Patricia Marinelli
Team Leader
NCR, Material Management



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-MOA155YG/2019
Amendment #8

AMENDMENT TO AGREEMENT

This Amendment dated as of the 13th day of May 2015

BETWEEN

**KENNETH IRVING
P O BOX 316
MONTAGUE PE
C0A 1R0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MOA155YG/2019
Amendment #8**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 8 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2015

Insert: Completion Date of July 2, 2016

Apply:

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$8,516.00
For an amount not to exceed.....\$8,516.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MOA155YG/2019
Amendment #8

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Montreal on July 29 2015

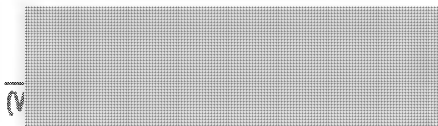
(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)



SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on May 15, 2015

(Witness)

Vladimir Shkrob
Contracting Officer
Procurement Hub, Fredericton

Georgetown



Fisheries and Oceans
Canada

Pêches et Océans
Canada

emailed to
Vladimir on

Contract/File No. F5530-MOA155YG/2019
Amendment #9

2016-12-2
JML

AMENDMENT TO AGREEMENT

This Amendment dated as of the 28th day of June 2016

BETWEEN

**KENNETH IRVING
P O BOX 316 MONTAGUE PE
C0A 1R0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MOA155YG/2019
Amendment #9**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 9 – SERVICING MARINE AIDS TO NAVIGATION – GEORGETOWN

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2016

Insert: Completion Date of July 2, 2017

Apply:

From July 2, 2016 – July 2, 2017 for an amount not to exceed \$8,516.00

For an amount not to exceed.....\$8,516.00

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

**Contract/File No. F5530-MOA155YG/2019
Amendment #9**

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Montreal on Dec. 15, 2016
G.E. 20

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

or
PARTNERSHIP
(Signature and position)



Captain

SOLE PROPRIETORSHIP/INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on July 4, 2016

(Witness)

MB

Vladimir Shkrob
Contracting Officer
Procurement Hub, Fredericton



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-MOA155YG/2019
Amendment #10
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 23 day of May 2017

BETWEEN

**Kenneth Irving
PO Box 316
Montague, PE
C0A 1R0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-MOA155YG/2019
Amendment #10
Page 2 of 3

This Amendment is issued to exercise option year 4 from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

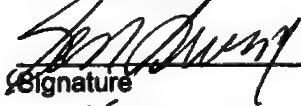
Exercise Option Year 4

From July 2, 2017 – July 2, 2018 for an amount not to exceed \$8,516.00
For an amount not to exceed.....\$8,516.00

This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

For the Contractor :



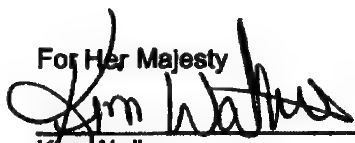
Signature
KEN IRVING

Printed Name and Position

June 13/2017

Date

For Her Majesty



Kim Walker
A/Team Lead
Material Management

June 19, 2017

Date



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-MOA155YG/2019
Amendment #11
Page 1 of 2

AMENDMENT TO AGREEMENT

This Amendment dated as of the 31 day of May 2018

BETWEEN

**Kenneth Irving
PO Box 316
Montague, PE
C0A 1R0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MOA155YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-MOA155YG/2019
Amendment #11
Page 2 of 2

This Amendment is issued to exercise the 5th and final option year available on contract F5530-MOA155YG/2019 from July 2, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.

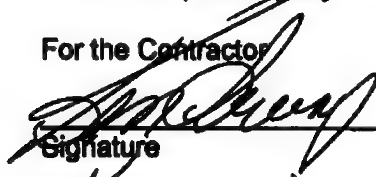
Exercise Option Year 5

From July 2, 2018 – July 2, 2019 for an amount not to exceed \$8,516.00
For an amount not to exceed.....\$8,516.00

This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.

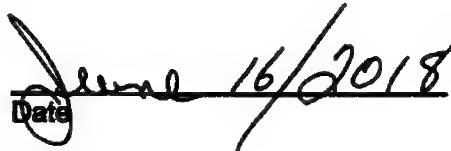
This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

For the Contractor



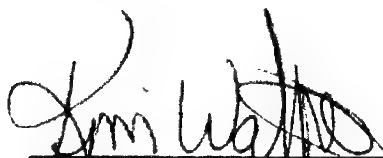
Signature
BEN IRVING

Printed Name and Position



Date

For Her Majesty



Kim Walker
Senior Contracting Officer
Material Management

June 26/18

Date

FEB 01 2013

F5530-8005-153/2019 HILLSBORO

THIS INDENTURE made this 6th day of Jan Two thousand 13.

BETWEEN:

MELLIE MACDONALD
PO BOX 144
CORNWALL, PE
C0A 1H0

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(hereinafter called 'Her Majesty'), represented herein by the
Minister of Fisheries and Oceans (hereinafter called 'the
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

- 2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.
- 2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.
- 2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations ') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations .

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations .

- Entered to Service
Agreement in Sept
- Copy sent to Receiver

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums there-fore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA. .

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

NOTE: Failure to provide the proof of certification(Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

NOTE:

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Contractor in the
Presence of -

Witness



Mellie Mae Donald
Contractor's Signature

SIGNED, SEALED AND DELIVERED
by Her Majesty in the presence of -

K. O'Neill

Charlene Myers
for Minister of Fisheries and Oceans

s.20(1)(b)
s.20(1)(c)

Schedule of Rates
Hillsboro

The following is a list of buoys that are covered by this contract.
The annual unit cost is to be completed by the Contractor as part
of the tender for the maintenance of these buoys
Notes:

One completed column for each year of the contract.

The Mooring Change Date Cycles are determined in Year 1.

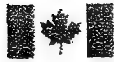
Hillsboro

Buoy										Mooring Change					
L L No.	Aid Id	Aid Name	Type of Aid	Col	Lbs	Size	Inch	Meters	Lantern Power	Latitude	Longitude	Sevice	Aid	Const	Type
Date															
Cycle															
Year 1															
Year 2															
Year 3															
Year 4															
Year 5															
Year 6															
6003.1	C20	Hillsboro East River Spar C20	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10	~	48 14	38.76	63 5	49.92	Seas	Plastic	Plastic
6003.2	C22	Hillsboro East River Spar C22	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10	~	46 15	49.2	63 4	12.6	Seas	Plastic	Plastic
6003.3	C24	Hillsboro East River Spar C24	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10.7	~	46 16	45.18	63 3	8.52	Seas	Plastic	Plastic
6003.4	C26	Hillsboro East River Spar C26	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10.7	~	46 17	56.1	63 1	7.44	Seas	Plastic	Plastic
6003.5	C27	Hillsboro East River Spar C27	0.3m Spar-Conical Plastic (ORT)	Gr	400	5/8"	10.7	~	46 18	5.64	63 0	41.94	Seas	Plastic	Plastic
6003.6	C28	Hillsboro East River Spar C28	0.3m Spar-Conical Plastic (ORT)	Red	400	5/8"	10.7	~	46 18	21.18	63 0	15.36	Seas	Plastic	Plastic
6003.7	C29	Hillsboro East River Spar C29	0.3m Spar-Conical Plastic (ORT)	Gr	400	5/8"	9	~	46 18	30.3	62 59	29.4	Seas	Plastic	Plastic
Note: Local Knowledge is required when placing, lifting & maintaining buoys on this contract.															
Totals															
6,300.00 6,300.00 6,300.00 6,475.00 6,475.00 6,475.00															

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (400LBS) NOTED IN THIS SCHEDULE OF RATES. CONTACT TRANSPORT CANADA IF NECESSARY.

Pricing Sheet

PRICING SHEET - Hillsboro, PEI	
PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:	Buoy Maintenance Cost
1. FIRST YEAR	July 2, 2013 to July 2, 2014 6,300.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015 6,300.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016 6,300.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017 6,475.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018 6,475.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019 6,475.00
Please provide GST / HST # if Applicable - GST / HST# 12686093/RT001	
If GST / HST not applicable, please provide SIN#	
Name: <i>Mellie Mac Donald</i>	
Mailing Address: <i>Cornwall P.O. Box 144 CoA-1H0</i>	
Telephone #:	
Cell Phone#:	
Fax #:	
E-mail Address:	Signature <i>Mellie Mac Donald</i>



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-153/2019

Amendment #1

Page 1 of 3

AMENDMENT TO AGREEMENT

This **Amendment** dated as of the 4th day of June 2014

BETWEEN

**Mellie Macdonald
PO Box 144.
Cornwall, PE
C0A 1H0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-153/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-153/2019

Amendment #1

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 1 – Servicing Marine Aids to Navigation – Hillsboro

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2014

Insert: Completion Date of July 2, 2015

Apply:

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$6,300.00

For an amount not to exceed.....\$6,300.00

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-8005-153/2019

Amendment #1

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at June on 10th, 2014

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

SOLE PROPRIETORSHIP/INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Montréal on June 15, 2014

(Witness)



Patricia Marnett
Team Leader
NCR, Materiel Management



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-153/2019

Amendment #2

Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 20th day of May 2015

BETWEEN

**Mellie Macdonald
PO Box 144
Cornwall, PE
C0A 1H0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-153/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 2 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2015

Insert: Completion Date of July 2, 2016

Apply:

From July 2, 2015 – July 2, 2016 for an amount not to exceed \$6,300.00
For an amount not to exceed.....\$6,300.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019
Amendment #2
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

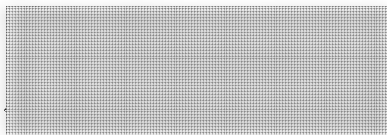
Dated at NEW DOMINION on MAY 25, 2015

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)



or
PARTNERSHIP
(Signature and position)

Melvin Mac Donald

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on May 21, 2015

[Signature]
(Witness)

[Signature]
Emmanuelle Porter
Contracting Officer
Fredericton Procurement Hub



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-153/2019
Amendment #3
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 29 day of June 2016

BETWEEN

**Mellie Macdonald
PO Box 144
Cornwall, PE
C0A 1H0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-153/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 3, 2016 to July 2, 2017. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2016

Insert: Completion Date of July 2, 2017

Apply:

From July 3, 2016 – July 2, 2017 for an amount not to exceed \$6,475.00
For an amount not to exceed.....\$6,475.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019

Amendment #3

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at _____ on _____, 2016

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

or
PARTNERSHIP
(Signature and position)

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 29, 2016

(Witness)



Emmanuelle Porter
Contracting Officer
Fredericton Procurement Hub



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-153/2019

Amendment #4

Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 1st day of June 2017

BETWEEN

**Mellie Macdonald
PO Box 144
Cornwall, PE
C0A 1H0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-153/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-153/2019

Amendment #4

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 3, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 4 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2017

Insert: Completion Date of July 2, 2018

Apply:

From July 3, 2017 – July 2, 2018 for an amount not to exceed \$6,475.00

For an amount not to exceed.....\$6,475.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-8005-153/2019
Amendment #4
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at NEW DORCHESTER on June, 2017

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

or
PARTNERSHIP
(Signature and position)



Melvin McDonald - OWNER
SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 2, 2017

[Signature]
(Witness)

[Signature]
Emmanuelle Porter
Contracting Officer
Fredericton Procurement Hub



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-153/2019
Amendment #5
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 8th day of June 2018

BETWEEN

**Mellie Macdonald
PO Box 144
Cornwall, PE
C0A 1H0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-8005-153/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-153/2019

Amendment #5

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 3, 2018 to July 2, 2019. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION – Hillsboro

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2018

Insert: Completion Date of July 2, 2019

Apply:

From July 3, 2018 – July 2, 2019 for an amount not to exceed \$6,475.00

For an amount not to exceed.....**\$6,475.00**

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-8005-153/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at JUNE 14 on _____, 2018

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

or

Shelli M. Dodd

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 13, 2018

[Signature]
(Witness)

[Signature]
Emmanuelle Porter
Contracting Officer
Fredericton Procurement Hub

RECEIVED

FEB 15 2013

F5530-MOA77YG/2019 VICTORIA, PE

THIS INDENTURE made this 7 day of Feb. Two thousand 13.

BETWEEN:

**JAMES BOUTLER
PO BOX 5106
CRAPAUD, PE
C0A 1J0**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(hereinafter called 'Her Majesty'), represented herein by the
Minister of Fisheries and Oceans (hereinafter called 'the
Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

- 2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.
- 2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.
- 2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to Service
Agreement in Sipa

4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

- 25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.
- 25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums there-fore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

- 26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA.
- 26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

NOTE: Failure to provide the proof of certification(Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

- 26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

Schedule of Rates

The following is a list of buoys that are covered by this contract.
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys

Notes:

One completed column for each year of the contract.
The Maintenance Cycles are determined in Year 1.

Victoria

Victoria, PEI

L L No.	Aid Id	Aid Name	Type of Aid	Buoy Col	Anchor Chain		Lan- term Power	Latitude	Longitude	Se-vice	Aid Mat-erial	Moor- ing Cycle	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
					Wt Lbs	Size Inch												
1009.13	NX5	Victoria Harbour Light Buoy NX5	2ft 11 in Tideland/NP L(WB-390)	Green	400	5/8"	S/P	46 11	63 28	36.9	Plastic	3 yr						
6009.15	NX7	Victoria Harbour buoy NX7	2ft 11 in Tideland/NP L(WB-390)	Green	400	5/8"	S/P	46 11	63 28	39.1	Plastic	3 yr						
1009.17	NX9	Victoria Harbour Light Buoy NX9	2ft 11 in Tideland/NP L(WB-390)	Green	400	5/8"	S/P	46 11	63 28	41.00	Plastic	3 yr						
1009.2	NX12	Victoria Harbour light buoy NX12	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	63 29	19.86	Plastic	3 yr						
1011.1	NX11	Victoria Harbour light buoy NX11	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 11	63 28	47.65	Plastic	3 yr						
1011.14	NX17	Victoria Harbour light buoy NX17	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	63 29	22.44	Plastic	3 yr						
1011.15	NX18	Victoria Harbour light buoy NX18	2ft 11 in Tideland/NPL (WB-390)	Red	400	5/8"	S/P	46 12	63 29	21.84	Plastic	3 yr						
6011.16	NX18/2	Victoria Harbour buoy NX18/2	2ft 11 in Tideland/NP L(WB-390)	Red	400	5/8"	S/P	46 12	63 29	21.48	Plastic	3 yr						
6011.17	NX19	Victoria Harbour buoy NX19	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	63 29	21.72	Plastic	3 yr						
1011.18	NX19/5	Victoria Harbour light buoy NX19/5	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	63 29	21.18	Plastic	3 yr						
1011.19	NX20	Victoria Harbour light buoy NX20	2ft 11 in Tideland/NPL (WB-390)	Red	400	5/8"	S/P	46 12	63 29	20.34	Plastic	3 yr						
1011.21	NX21	Victoria Harbour light buoy NX21	2ft 11 in Tideland/NPL (WB-390)	Green	400	5/8"	S/P	46 12	63 29	20.4	Plastic	3 yr						
1011.22	NX22	Victoria Harbour light buoy NX22	2ft 11 in Tideland/NPL (WB-390)	Red	400	5/8"	S/P	46 12	63 29	19.68	Plastic	3 yr						
Totals													11,050	11,050	11,050	11,050	11,050	11,050

Note: Local knowledge is required to maintain these buoys.

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (400lbs) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY.

PRICING SHEET- Victoria

PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:

1. FIRST YEAR	July 2, 2013 to July 2, 2014	<u>11,050</u>
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	<u>11,050</u>
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	<u>11,050</u>
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	<u>11,050</u>
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	<u>11,050</u>
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	<u>11,050</u>

Buoy
Maintenance
Cost

Please provide GST / HST # if Applicable -GST / HST# 112857761 RT0001 (BN)
 If GST / HST not applicable, please provide SIN# _____

Name: James C. Boulter
 Mailing Address: P.O. Box 5106 Craignap P.E.I. C0A-1S0

Telephone #: _____
 Cell Phone #: _____
 Fax #: _____

E-mail Address: _____ Signature James C. Boulter

Current email address is _____

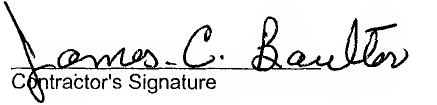
NOTE:

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

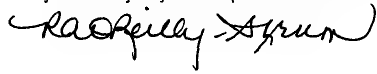
IN WITNESS WHEREOF the parties hereto have executed these Presents the day and year first above written.

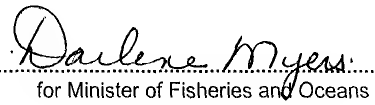
SIGNED, SEALED AND DELIVERED
by the Contractor in the
Presence of -

Witness: 


Contractor's Signature

SIGNED, SEALED AND DELIVERED
by Her Majesty in the presence of -




for Minister of Fisheries and Oceans



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-M0A77YG/2019
Amendment #2

AMENDMENT TO AGREEMENT

This Amendment dated as of the 19th day of June 2014

BETWEEN

Mr. James Boulter
PO Box 5106
Crapaud, PEI
COA 1J0
Tel: [REDACTED]
E-mail: [REDACTED]

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-M0A77YG/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

- Copy sent to
Records

ke

**Contract/File No. F5530-M0A77YG/2019
Amendment #2**

This Amendment is issued to extend the agreement for an additional one year period from **July 2, 2014 to July 2, 2015**. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 2 – Provide Buoy Services – Victoria Harbour, PEI

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2014

Insert: Completion Date of July 2, 2015

Apply:

From July 2, 2014 – July 2, 2015

For an amount not to exceed.....\$11,050.00



**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

2014-06-25 08:51

BNS30783 CRAPAUD

9026582616 >>

902 566 7848 P 4/4

Contract/File No. F5530-M0A77YG/2019
Amendment #2

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at June on 25, 2014

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL: (if available)

(Witness)

PARTNERSHIP
(Signature and position)


or


Dated at June on 26, 2014
Patrizia Mannelli Capt
SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at June on 26, 2014

(Witness)


Patrizia Mannelli
Team Leader
Procurement Hub, Ottawa Office
200 Kent Street, 9th Floor
Ottawa, Ontario K1A 0E6
Tel: (613) 993-3136
E-mail: Patrizia.Mannelli@dfo-mpo.gc.ca



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-MOA77YG/2019
Amendment #3
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 25th day of May 2015

BETWEEN

**JAMES BOULTER
PO BOX 5106
CRAPAUD, PEI
C0B 1J0**

Tel:

Email:

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MAO77YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion date of July 2nd 2015

Insert: Completion date of July 2nd 2016

Apply:

From July 2, 2015 – July 2, 2016

For an amount not to exceed.....\$11,050.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MAO77YG/2019
Amendment #3
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at 26 on May, 2015

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

or

(Witness)

James Baillon, Captain + Owner
SOLE PROPRIETORSHIP/INDIVIDUAL
OWNER (Signature and position) Contractor.

FOR HER MAJESTY

Dated at Fredericton on May 26th, 2015

(Witness)

Jean-Pierre deVink
Contracting Officer
Fredericton Procurement Hub



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-MOA77YG/2019
Amendment #4
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 7th day of July 2016

BETWEEN

**JAMES BOULTER
PO BOX 5106
CRAPAUD, PEI
C0B 1J0**

Tel:

Email:

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-MAO77YG/2019

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

**Contract/File No. F5530-MA077YG/2019
Amendment #4
Page 2 of 3**

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion date of July 2nd 2016

Insert: Completion date of July 2nd 2017

Apply:

From July 2, 2016 – July 2, 2017

For an amount not to exceed.....\$11,050.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MAO77YG/2019
Amendment #4
Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at Halifax on July 10 2016

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position)

(Witness)

James Baulter

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on July 7th 2016

[Signature]
(Witness)

[Signature]
Morgan Marchand
A/ Senior Contracting Officer
Fredericton Procurement Hub



**Fisheries and Oceans
Canada**

**Pêches et Océans
Canada**

Contract/File No. F5530-MOA77YG/2019

Amendment #5

Page 1 of 3

AMENDMENT TO AGREEMENT

This **Amendment** dated as of the **8th day of June 2017**

BETWEEN

**JAMES BOULTER
PO BOX 5106
CRAPAUD, PEI
C0B 1J0**

Tel:

Email:

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-MAO77YG/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-MAO77YG/2019
Amendment #5
Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2017 to July 2, 2018. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 5 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion date of July 2nd 2017

Insert: Completion date of July 2nd 2018

Apply:

From July 2, 2017 – July 2, 2018

For an amount not to exceed.....\$11,050.00

This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-MA077YG/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at 11 on June, 2017

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

or
PARTNERSHIP
(Signature and position)

*


(Witness)

James Bault (Captain & Owner
SOLE PROPRIETORSHIP/ INDIVIDUAL Contractor.
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 8th, 2017
(Witness)
Morgan Marchand
Senior Contracting Officer
Fredericton Procurement Hub

Victoria-



Fisheries and Oceans
Canada

Pêches et Océans
Canada

RCVD/RECU
AUG 02 2010
HUB FTON

Contract/File No. F5530-MOA77YG/2010
Amendment #5
Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 27th day of June 2010

BETWEEN

**JAMES BOULTER
PO BOX 5106
CRAPAUD, PEI**

COA-150

Tel:
Email:

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number F5530-MAO77YG/2010

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Victoria

Contract/File No. F5530-MA077YG/2019

Amendment #5

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2015 to July 2, 2016. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 3 – SERVICING MARINE AIDS TO NAVIGATION – VICTORIA, PEI

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion date of July 2nd 2018

Insert: Completion date of July 2nd 2019

Apply:

From July 2, 2018 – July 2, 2019

For an amount not to exceed.....\$11,050.00

**This Amendment shall form part of the above mentioned Agreement.
All other terms and conditions of the said Agreement shall remain unchanged and in force.**

Contract/File No. F5530-MAO77YG/2019

Amendment #5

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at July 27 on, _____ 2018_____
(Witness)_____
INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:



(Witness)_____
or
PARTNERSHIP
(Signature and position)

(Witness)

SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at Fredericton on June 27, 2018.

(Witness)

Morgan Marchand
Senior Contracting Officer
Fredericton Procurement Hub

F5530-8005-154/2019 **WEST RIVER**THIS INDENTURE made this 6th day of Jan Two thousand 13.

BETWEEN:

MELLIE MACDONALD
PO BOX 144
CORNWALL, PE
C0A 1H0

RECEIVED
FEB 13 2013

Hme:
 cel:
 amik



- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
 (hereinafter called 'Her Majesty'), represented herein by the
 Minister of Fisheries and Oceans (hereinafter called 'the
 Minister.'). Of the Second Part.

WITNESSETH that the parties hereto hereby covenant, promise and agree, each
 with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.

2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.

2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.

2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

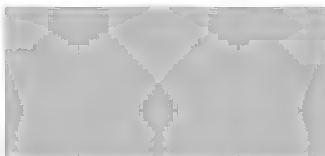
(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to Service
 Agreement in Sipa
 - Copy sent to Receiver

F5530-8005-154/2019 **WEST RIVER**THIS INDENTURE made this 6th day of Jan Two thousand 13.

BETWEEN:

Hme:
cel:
med**MELLIE MACDONALD
PO BOX 144
CORNWALL, PE
C0A 1H0****RECEIVED
FEB 17 2013**

- hereinafter called 'the Contractor,' Of the First Part;

- and -

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
(hereinafter called 'Her Majesty'), represented herein by the
Minister of Fisheries and Oceans (hereinafter called 'the
Minister.'). Of the Second Part.WITNESSETH that the parties hereto hereby covenant, promise and agree, each
with the other, as follows:-

1. That the Contractor, for the considerations hereinafter mentioned, has agreed with Her Majesty to do, furnish and perform the works, labor, tools, implements, machinery, plant, equipment, materials, matters and things required to be done, furnished and performed in the manner hereinafter described, in connections with the maintenance of a marine aids to navigation service (herein referred to as 'the said service') upon terms and conditions as herein provided.

2. Equipment

- 2.2 Her Majesty shall supply to the Contractor, for the duration of this contract any tools which in the view of the Supervisor, Aids to Navigation Operations, are special and outside of the Contractor's normal ability to supply and are necessary for the performance of this contract.
- 2.3 The Contractor shall inform the Supervisor, Aids to Navigation Operations of any need for equipment in order to maintain this inventory.
- 2.4 The delivery of equipment which Her Majesty undertakes to supply to the contractor shall be shipped to him at Her Majesty's expense.
- 2.5 **The Contractor shall provide suitable storage for the equipment provided by Her Majesty, such storage being secure and providing shelter to those items which must be stored indoors.**

3. (a) That the Contractor shall take charge of the said service at the commencement of this contract and if any of the marine aids to navigation are missing, in poor condition or unfit for service, the contractor shall forthwith notify the Supervisor, Aids to Navigation Operations, Marine Programs, of the Department of Fisheries and Oceans (hereinafter referred to as the 'Supervisor, Aids to Navigation Operations') and failing such notice the Contractor shall make good any shortage or deficiency therein, all at the cost and expense of the Contractor and to the entire satisfaction of the Supervisor, Aids to Navigation Operations.

(b) In the case where the Contractor had held the contract in the previous year for the marine aids to navigation, then no cost or expenses shall be charged against the Department of Fisheries & Oceans, Aids to Navigation Operations.

(c) That in the event of loss or damage to the marine aids to navigation, or any of them, through negligence on the part of the Contractor, the Contractor shall make good such loss or damage, all at the cost and expense of the contractor and to the satisfaction of the Supervisor, Aids to Navigation Operations.

- Entered to Service
Agreement in Sipa
- Copy sent to Receiver

4. Inspection

4.1 The Supervisor, Aids to Navigation Operations has the right to inspect the marine aids to navigation as often as deemed necessary to satisfy the department that the buoys are being maintained in accordance with the Specifications attached hereto.

4.2 Immediately upon this contract coming into effect, the Contractor shall inspect each of the buoys listed on the Schedule of Rates to determine that it is in the position described, and where applicable, that the lights, etc. are functioning.

Should any buoys be out of position or any buoy lights, etc. not functioning, the Contractor shall immediately report this discrepancy by fax, telephone or e-mail to the Supervisor, Aids to Navigation Operations. In the final year of the contract, if the contract is being awarded to a new party, the present Contractor is responsible for checking all buoys in the contract for position and operation and will be required to provide Buoy Service Reports to the Supervisor, Aids to Navigation Operations. These checks must be done during the last 30 days of the contract. Failure to supply these reports will result in payment delays.

5. That the Supervisor, Aids to Navigation Operations will be available to assist the contractor by instruction at the commencement and during the term of this contract on periodic inspections in connection with the said service.

6. That the Contractor shall provide information, satisfactory to the Minister of his capabilities to perform the said service.

7. That the Contractor shall be responsible for and shall maintain the marine aids to navigation to the operating standards set out in the Specifications annexed hereto and forming part hereof.

8. That a proper inventory and suitable storage facilities shall be provided free of charge by the Contractor of marine aids to navigation not in use, and in the event of a new contract being awarded to any party at the expiration, non-completion or cancellation of this contract, free access shall be accorded the new Contractor for inspecting and removing the marine aids to navigation; and free access to the marine aids to navigation for inspection there shall be accorded to any person who during the continuance of this contract desires to consider a call made by the Minister for new tenders.

9. Crown Property

9.1 All marine aids to navigation, equipment or other material provided to the Contractor under the terms of this Contract shall remain the property of Her Majesty.

9.2 All marine Aids to Navigation and all components, property, equipment, materials and supplies provided by Her Majesty hereunder shall be used solely for purposes in connection with the Services required by this Contract and proper use and accountability therefore shall be the responsibility of the Contractor.

10. Officers Servants and Agents of Contractor

10.1 This agreement is a contract for the performance of a service or services, and the Contractor is engaged as an independent contractor and neither the Contractor nor any officer, servant or agent of the Contractor shall be deemed to be an employee, servant or agent of Her Majesty and without limiting the generality of Section 10, Her Majesty shall not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by the employees of the Contractor in carrying out the services required by this Contract and the Contractor shall not make any claims against Her Majesty in respect of any of the foregoing contingencies.

10.2 The Contractor shall regularly remit to the Taxation Division of Revenue Canada any amount payable as a contribution to the Canada Pension Plan or

an income tax from the earning realized through this Contract.

11. Waiver Negated

The failure by the Minister or his authorized representative, as the case may be, to require the fulfillment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

12. No Implied Obligations

No implied terms or obligations of any kind by or on behalf of Her Majesty shall arise from anything in this Contract and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty may be founded.

13. That, for and in consideration of the premises and the performance of the said service herein contracted for, Her Majesty will pay to the Contractor for and in respect of the said service, in each year during the continuance of this contract, the price or sum computed at the unit prices set out in the Schedule of Rates annexed hereto, and forming part hereof, payable half-yearly, not in advance, upon receipt of accounts therefore, and the written certificate of the Supervisor, Aids to Navigation Operations that the Contractor has performed such service and has complied with the terms of this contract shall be a conditions precedent to the right of the Contractor to receive payment from Her Majesty.

14. That, subject as herein otherwise provided, this contract shall continue in force and effect between the parties hereto for a term commencing on the 2nd day of July 2013 and ending on the 2nd day of July, 2014 - with five (5) one year option renewals.

15. That in the event of failure by the Contractor to comply with the terms of this contract, this contract may be canceled forthwith upon notice in writing signed by or on behalf of the Minister and either delivered to the Contractor or any officer of the Contractor, or mailed addressed to the last known place of business or office of the Contractor, at any of Her Majesty's Post Offices, and thereupon after the delivery or mailing of such written notification this contract shall be determined and ended and the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the service performed hereunder up to the date of such cancellation, less any sums theretofore paid on account thereof, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a conditions precedent to the right of the Contractor to any payment provided for under the provisions of this clause.

16. That the Contractor shall at all times indemnify and save harmless Her Majesty from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to any action taken or things done or maintained by the Contractor under and/or pursuant to any of the provisions of this contract set out and contained, or otherwise howsoever, in connection with the said service.

17. That the Minister shall have the right to establish, from time to time, during the continuance of this contract, and any renewal thereof, marine aids to navigation additional to the marine aids to navigation provided for in clause No. 2 hereof, or withdraw from service any of the marine aids to navigation listed in the schedule attached hereto, and if, during the continuance of this contract any additional marine aids to navigation are established in the district covered by this contract, the Contractor shall maintain the additional marine aids to navigation as set out in the Schedule of Rates, and such additional marine aids will be supplied to the Contractor; it being understood and agreed that in the event that any of the existing marine aids to navigation be discontinued as herein before provided for, deduction will be made from the contract price at the rate herein before provided for, and all marine aids to navigation thus discontinued shall be and remain vested in title in Her Majesty, all as determined by the Minister.

18. That, at the end of each year during the term of this contract or at the end of the season of navigation in each such year, the Contractor shall advise the Supervisor, Aids to Navigation Operations of marine aids to navigation unfit for service and if in the opinion of the Supervisor, Aids to Navigation Operations such marine aids to navigation are beyond repair or unfit for service due to wear and tear or other cause beyond the control of the Contractor such marine aids to navigation shall be replaced by Her Majesty.

19. That all marine aids to navigation and all components, property, equipment, materials and supplies supplied to the Contractor hereunder shall be used solely for purposes in connection with the said service and proper use and accountability therefor shall be the responsibility of the Contractor.

20. That if a marine aid to navigation is missing or not functioning properly and cannot be made operational by the Contractor the same day as such malfunction or non-operation is ascertained, the Contractor shall forthwith notify by telephone or fax the Supervisor, Aids to Navigation Operations.

21. That the Contractor shall furnish regular service reports to the Supervisor, Aids to Navigation Operations covering all regular and special inspections and conditions and details of the marine aids to navigation at the time of inspection.

22. That the Contractor shall not, without the written consent of the Minister, make any assignment of this contract or any subcontract for execution of any part of the work and services hereby contracted for.

23. That pursuant to the provisions of the statute in such case made and provided, no member of the House of Commons of Canada shall be admitted to any share or any part of this contract, or to any benefit to arise therefrom.

24. That it is understood and agreed by and between the parties hereto that nothing contained shall obligate Her Majesty to pay to the Contractor any sum or sums under this contract unless and until the necessary funds have been voted by Parliament in this behalf.

25. Termination

25.1 This contract may be terminated by Her Majesty if in the opinion of the Minister there is sufficient cause for so doing by giving at least 10 days notice in writing, signed by or on behalf of the Minister, and either delivered to the contractor or mailed to the address indicated in The Articles of Agreement and shall be determined and ended on the date of termination indicated in such notice.

25.2 Upon termination of this contract the Contractor shall have no claim against Her Majesty under this contract except to be paid in respect of the services performed hereunder up to the date of such cancellation, less any sums there-fore paid on account thereof and less any costs pursuant to clauses 1.5 and 1.6 of these General Conditions, all as may be evidenced by the certificate of the Supervisor, Aids to Navigation Operations, which certificate shall be a condition precedent to the right of the Contractor to any such payment.

26. Acts and Regulations

26.1 The Owner and/or master of the vessel(s) used in the performance of this Contract warrants that such vessel(s) will have and maintain current throughout the contract period, certificates for crew and vessel and lifesaving carriage equipment requirements as defined by the applicable regulations and sections of the Canada Shipping Act (CSA). All navigational signals and equipment shall be in an operational order as required by the Collision Regulations of the CSA. .

26.2 The owner/master will be required to show proof of compliance. The owner/master is urged to consult with the Transport Canada Marine Safety Branch in your area who will assess the safety requirements for your operations to determine the certification requirements."

NOTE: Failure to provide the proof of certification(Masters Certificates and Vessel Safety Certificates) by award date which is fifteen (15) days after the closing will void this contract, and the contract will be awarded to the next qualified contractor.

26.3 Without limiting the generality of the foregoing, the Owner/or master will provide in good working order, as part of the vessel's equipment: a compass, Marine Radar, depth sounder, VHF radio and DGPS receiver. Carriage of a cellular phone is also recommended.

Contract will be awarded for the first year only. The Department reserves the right to pick up the remaining option years. The successful contractor will receive notification from the department sixty (60) days prior to expiration of each year if the contract is to be renewed.

SIGNED, SEALED AND DELIVERED)
by the Contractor in the)
Presence of -)
)
Witness)
)

SIGNED, SEALED AND DELIVERED)
by Her Majesty in the presence of -)
)
)
Julie Davis)
)
)

Darlene Myers
for Minister of Fisheries and Oceans

PRICING SHEET- West River

PRICE PER ANNUM (EXCLUDING GST/HST) AS FOLLOWS:

1. FIRST YEAR	July 2, 2013 to July 2, 2014	10,800.00
2. SECOND YEAR -	July 2, 2014 to July 2, 2015	10,800.00
3. THIRD YEAR -	July 2, 2015 to July 2, 2016	10,800.00
4. FOURTH YEAR -	July 2, 2016 to July 2, 2017	10,800.00
5. FIFTH YEAR -	July 2, 2017 to July 2, 2018	10,800.00
6. SIXTH YEAR -	July 2, 2018 to July 2, 2019	11,100.00

Please provide GST / HST # if Applicable -GST / HST# 12686093197001
If GST / HST not applicable, please provide SIN# _____

Name: Mellie Mac Donald
Mailing Address: Cornwall P.O. Box 144 COA-1H0
MA PEI
Telephone #: _____
Cell Phone #: _____
Fax #: _____
E-mail Address: _____ Signature J. Mellie Mac Donald

s.20(1)(b)
s.20(1)(c)

Schedule of Rates West River

Schedule of Rates

The following is a list of buoys that are covered by this contract.
The annual unit cost is to be completed by the Contractor as part of the tender for the maintenance of these buoys

Notes:
One completed column for each year of the contract.
The Maintenance Cycles are determined in Year 1.

L.L.No.	Aid Id	Aid Name	Type of Aid	Buoy Col	Anchor Wt Lbs	Chain Size Inch	Lgth Metre	Latitude ° ' "	Longitude ° ' "	Service	Aid Material	Moor ing Cycle Date	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
6018.05	CH3	Rocky Pt. ORT Spar Buoy CH3	0.3m Spar-Can PI (ORT)	Gr	400	5/8"	9	46 12	48 63 9	4.67	Plastic	3 yr						
6005	CH4	North Point Ent. To River CH4	2ft 11in Tideland/NPL(WB-390)	Red	400	5/8"	14	46 12	30 63 9	51.67	Plastic	3 yr						
6006.2	CH5	Ferguson Point Buoy CH5	2ft 11in Tideland/NPL(WB-390)	Gr	400	5/8"	14	46 12	20.71 63 10	39.67	Plastic	3 yr						
6007.1	CH8	Hyde Point Buoy CH8	2ft 11in Tideland/NPL(WB-390)	Red	400	5/8"	14	46 11	58 63 11	28.67	Plastic	3 yr						
6008.1	CH9	Hyde Point Buoy CH9	2ft 11in Tideland/NPL(WB-390)	Gr	400	5/8"	14	46 11	47 63 12	0.067	Plastic	3 yr						
6009.1	CH12	French Creek CH12	2ft 11in Tideland/NPL(WB-390)	Red	400	5/8"	14	46 11	18 63 12	42.67	Plastic	3 yr						
6010.1	CH13	Goose Creek CH13	2ft 11in Tideland/NPL(WB-390)	Gr	400	5/8"	14	46 11	29 63 13	12.67	Plastic	3 yr						
6010.5	CH16	West River Causeway Buoy CH16	2.0m MOBILUS TRACKLESS	Red	600	5/8"	14	46 11	19 63 13	37.67	Plastic	3 yr						
6013.1	CE	York Point Spar Buoy CE	GDI 2M	Yel	400	5/8"	4.6	46 13	23 63 9	19.67	Plastic	3 yr						
6012.1	CE2	Duchess Pt Ent. To York River CE2	0.3m Spar-Con PI (ORT)	Red	400	5/8"	15	46 13	14 63 9	6.67	Plastic	3 yr						
6014.15	CE3	York Point Spar CE3	0.3m Spar Can - PI(ORT)	Gr	400	5/8"	14	46 13	37 63 9	14.17	Plastic	3 yr						
6015.1	CE4	Mackenzie Creek Spar Buoy CE4	0.3m Spar-Con PI (ORT)	Red	400	5/8"	15	46 13	51 63 9	16.7	Plastic	3 yr						
Total													1,990.00	1,0,900.00	1,0,900.00	10,800.00	10,800.00	11,100.00

Note: Local knowledge is required to place, lift and maintain these buoys.

TRANSPORT CANADA CERTIFICATION IS REQUIRED FOR MAXIMUM LIFTING CAPACITY IN ACCORDANCE WITH THE ANCHOR WEIGHTS (600LBS) NOTED IN THIS SCHEDULE OF RATES, CONTACT TRANSPORT CANADA IF NECESSARY.



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract/File No. F5530-8005-154/2019

Amendment #1

Page 1 of 3

AMENDMENT TO AGREEMENT

This Amendment dated as of the 4th day of June 2014

BETWEEN

**Mellie Macdonald
PO Box 144
RR#1
Cornwall, PE
C0A 1H0**

(hereinafter called the "Contractor")

OF THE FIRST PART,

AND

HER MAJESTY THE QUEEN, in Right of Canada (hereinafter called "Her Majesty") represented by the Minister of Fisheries and Oceans (hereinafter called the "Minister")

OF THE SECOND PART,

WHEREAS the parties hereto have entered into a Supply Agreement, which document is registered in the Department of Fisheries and Oceans as Number **F5530-8005-154/2019**

AND WHEREAS the parties hereto wish to make an amendment to the above-mentioned agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the above-mentioned Agreement is amended as follows:

Contract/File No. F5530-8005-154/2019

Amendment #1

Page 2 of 3

This Amendment is issued to extend the agreement for an additional one year period from July 2, 2014 to July 2, 2015. This results in a change in the financial limitation and the completion date for this agreement.

AMENDMENT # 1 – Servicing Marine Aids to Navigation – West River

To facilitate these changes the contract documents are hereby amended as follows:

Delete: Completion Date of July 2, 2014

Insert: Completion Date of July 2, 2015

Apply:

From July 2, 2014 – July 2, 2015 for an amount not to exceed \$10,800.00

For an amount not to exceed.....\$10,800.00

This Amendment shall form part of the above mentioned Agreement.

All other terms and conditions of the said Agreement shall remain unchanged and in force.

Contract/File No. F5530-8005-154/2019

Amendment #1

Page 3 of 3

This amendment is executed on behalf of the Contractor and on behalf of Her Majesty the Queen in Right of Canada by their duly authorised officers / agents or other person(s) legally authorized to bind the respective party. Please affix signature for the applicable legal entity.

FOR THE CONTRACTOR

Dated at June on 10th, 2014

(Witness)

INCORPORATED COMPANY
(Signature and position)

AFFIX CORPORATE SEAL:

(Witness)

PARTNERSHIP
(Signature and position) or

Melli McDonald
SOLE PROPRIETORSHIP/ INDIVIDUAL
OWNER (Signature and position)

FOR HER MAJESTY

Dated at June on 15, 2014

(Witness)

Patrizia Magnelli
Team Leader
NCR, Materiel Management